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Illinois Anti-Predatory Lending Database Program



1432822078

Certificate of Exemption

Doc#: 1432822078 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/24/2014 01:27 PM Pg: 1 of 4

Report Mortgage Fraud
800-532-8785

8975743, PL

The property identified as: **PIN:** 13-15-300-015-0000

Address:

Street: 4739 W. Montrose Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60641

Lender: David M. Newmark Revocable Living Trust

Borrower: 4739 W. Montrose LLC

Loan / Mortgage Amount: \$400,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Box 400-CTCC

Certificate number: D427BB2D-0F2B-43D6-B2C6-9B6125B03BC6

Execution date: 11/17/2014

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MORTGAGE DEED

PREPARED BY:
Edward P. Newmark
100 Lexington Drive
Suite 250
Buffalo Grove, **IL**
60089

AFTER RECORDING SHOULD
BE SENT TO:

James A. Wigoda, Esq.
Wigoda & Wigoda
444 North Michigan Avenue
26th Floor
Chicago, Illinois 60611

MORTGAGE DEED

LEGAL DESCRIPTION OF LAND:

LOTS 1, 2, 13 AND THE WEST 10 FEET OF LOT 14 IN BLOCK 1 IN DICKINSON'S SUBDIVISION WEST OF THE CHICAGO NORTHWESTERN RAILROAD IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-15-300-010-0000 and 13-15-300-015-0000

Common Address: 4739 W. Montrose Avenue, Chicago, Illinois 60641

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MORTGAGE DEED

THIS MORTGAGE DEED (the "Mortgage") is made and entered on September 30, 2014 by and between 4739 W. Montrose LLC, (the "Mortgagor") of 4220 w montrose ave, chicago, Illinois 60641 and David M. Newmark Revocable Living Trust, (the "Mortgagee") of P.O. Box 1080, Deerfield Beach, Florida 33443 which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$400,000.00 together with interest thereon computed on the outstanding balance, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above the Mortgagor does hereby grant and convey to Mortgagee, with **MORTGAGE COVENANTS**, the following described property (the "Property") situated at 4739 W. Montrose Ave., in the City of Chicago, County of Cook, in the State of Illinois, with the following legal description:

Lots 1, 2, 13 and the west 10 feet of lot 14 in block 1 in dickinson's subdivision west of the chicago northwestern railroad in the north 1/2 of the southwest 1/4 of section 15, township 40 north, range 13, east of the third principal meridian, in cook county, illinois

PAYMENT OF SUMS SECURED.

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

WHEN THIS MORTGAGE BECOMES VOID.

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void and Mortgagor will issue a release deed.

MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof, except for those matters caused by the action or nonaction of the Mortgagee.
- c. Mortgagor will make with each periodic payment secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by

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Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.

d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.

e. In the event that any condition of this Mortgage shall be in default beyond all cure periods, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property (other than a related party transfer), whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.

g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.

h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.

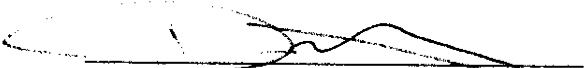
i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of the State of Illinois.

DEFAULT:

In the event of a default, the Mortgagor shall be granted a cure period of 10 days for a monetary default and 30 days for a non-monetary default (which can be extended so long as the Borrower is diligently pursuing a cure).

Mortgagor Signature:

DATED: 9/29/14



Dale Strauss, Manager of, on behalf of 4739 W. Montrose LLC

Subscribed and sworn to before me this 29th day of September 2014



Aisling M. Martin 9-29-14

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2012

